

ASSIGNMENT

For valuable consideration, we, MARTIN P. VACANTI of Westborough, MA, and CHARLES A. VACANTI of Lexington, MA, hereby assign to: University of Massachusetts, a corporation of Massachusetts having a place of business at: One Beacon Street, 26th Floor, Boston, Massachusetts 02108, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, entitled BIOLOGICAL SCAFFOLDING MATERIAL, filed October 17, 2002, and assigned U.S. Serial Number 60/419,682; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Attorney Docket No: 0.17-168P01/UMMC 02-32

IN WITNESS WHEREOF, I hereto set my hand and seal at MASS AT WORCESTER
this 21 day of January, 2003
Martin P. Vacanti L.S.
MARTIN P. VACANTI

State of Massachusetts

: ss.

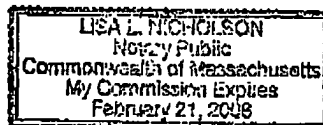
County of Worcester:

Before me this 21st day of January, 2003, personally
appeared MARTIN P. VACANTI known to me to be the person whose name is subscribed to the
foregoing Assignment and acknowledged that he executed the same as his free act and deed for
the purposes therein contained.

Lisa L. Nicholson
Notary Public

My Commission Expires:

[Notary's Seal Here]



Attorney Docket No: 0,917-168P01/UMMC 02-32

IN WITNESS WHEREOF, I hereto set my hand and seal at _____

this Seventeenth day of January, 2003Charles A. Vacanti
CHARLES A. VACANTI

L.S.

State of Massachusetts

: ss.

County of Suffolk :

Before me this 17 day of January, 2003, personally appeared CHARLES A. VACANTI known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Patricia A. Tape
Notary Public

My Commission Expires:

[Notary's Seal Here]

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PATRICIA A. TAPE
NOTARY PUBLIC
My Commission Expires December 16, 2005

ASSIGNMENT

The University of Massachusetts, a public institution of higher education of the Commonwealth of Massachusetts as represented by its Worcester Campus at 55 Lake Avenue North, Worcester, Massachusetts 01655 (hereinafter "the Assignor"), in consideration of ten dollars and other valuable consideration paid to it pursuant to the Assignment Agreement with the University of Massachusetts dated August 1, 2004, incorporated herein, by Charles A. Vacanti of 355 Pond Street, Uxbridge, Massachusetts 01569; Martin P. Vacanti of 8 Jennings Road, Westborough, Massachusetts 01581; and Joseph P. Vacanti of 14 Woodside Road, Winchester, Massachusetts 01890 (hereinafter "the Assignees"), the receipt of which is hereby acknowledged, does hereby sell, assign and transfer unto the Assignees, their successors and assigns, the entire interest for the United States of America, and its territories and all foreign countries and jurisdictions, including all rights of priority under the International Convention for the Protection of Industrial Property, in those certain inventions described in Appendix A, of which the Assignees are inventors or co-inventors (hereinafter "the Inventions"), and in all Letters Patent of the United States and its territories and all foreign countries and jurisdictions which may or shall be granted on the Inventions, or any parts thereof, or on any provisional, divisional, continuation, continuation-in-part, reissue, or other applications based in whole or in part thereon. And the Assignor agrees, for itself and its executors and administrators, with the Assignees and their successors and assigns, but at their expense or charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and its territories and in all other foreign countries and jurisdictions to the Assignees, with specifications and claims in such form as shall be approved by the counsel of the Assignees, and to vest and confirm in the Assignees, their successors and assigns, the legal title to all such patents.

ASSIGNMENT OF RIGHTS from
The University of Massachusetts to
Charles A. Vacanti, Martin P. Vacanti, and Joseph Vacanti

And the Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent as shall be granted upon the Inventions or applications based thereon to the Assignees, their successors and assigns.

WITNESS my hand and seal this 3rd day of August, 2004.

UNIVERSITY OF MASSACHUSETTS

By: Chester A. Bisbee
Typed name: Chester A. Bisbee
Title: Acting Executive Director, OTM

Commonwealth of Massachusetts)
County of Worcester)

Then personally appeared the above named Chester Bisbee,
attested that he/she is an authorized signatory of The University of Massachusetts, and
acknowledged the foregoing instrument to be his/her free act and deed, before me this
3rd day of August, 2004.

Heather Anne Steinman
Notary Public

My Commission expires: _____

Heather Anne Steinman
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 28, 2011